State of Arizona
Department of Emergency & Military Affairs
AZ ARNG
Office of The Adjutant General
Phoenix, AZ 85008-3495
1 August 1997

AZNGR 50-1

Installations

FACILITIES OPERATIONS

Summary. This regulation sets forth procedures for the operation of all Arizona National Guard Armories/Facilities and explains the composition, duties and responsibilities of the Executive Armory Board, Armory Boards and Installation Commanders.

Applicability. This regulation applies to all Arizona Army National Guard Units.

Impact on the New Manning System. This regulation does not contain information that affects the New Manning System.

Supplementation Statement. Units do not have permission to supplement this regulation without specific written permission from the proponent, DEMA-RM.

Suggested Improvements. The proponent of this regulation is the Resource Manager, Department of Emergency and Military Affairs. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms), directly to the Adjutant General, State of Arizona, ATTN: DEMA-RM, 5636 E. McDowell Road, Phoenix, AZ 85008-3495.

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This regulation supersedes AZ NGR 50-1 dated 15 February 1995.

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AZNGR 50-1

1.0 GENERAL

1.1 Purpose. This regulation sets forth procedures for the operation of all Arizona Army National Guard armories/facilities, to include parking lots, and explains the composition, duties and responsibilities of the Executive Armory Board, Armory Boards and Installation Commanders. It applies to the entire Arizona Army National Guard. This regulation provides guidelines for establishing and collecting fees for the use of National Guard Armories.

1.2 Authority. This regulation is established pursuant to authority contained in ARS 26-152D.

1.3 Information.

- a. Definition. An armory/facility is defined as a structure that houses one or more units of the ARNG and is used for training and administering those units. It includes adjacent or supporting structures that are used for unit training and administration.
- b. Scope. Armories and other facilities are constructed and maintained for use by the Department of Emergency and Military Affairs (DEMA). When not required for military purposes, and when not prohibited by current directives or by this regulation, they may also be used by other state agencies, for Department of Defense activities and the general public. Any use is subject to the conditions and contractual provisions set forth in this regulation; approval for such use is granted by the Armory Board.
- c. Non-Discrimination. In preparing Rental Agreements for the use of National Guard controlled property, satisfactory assurance of compliance with the following is a requirement:
- 1. The Lessee agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and NGR 600-23/ANGR 30-12, dated 30 December 1974, "Non-discrimination in Federally Assisted Programs", in connection with its use of the above described space and facilities. Admission, participation, seating of the participants and spectators, and the use of all the leased facilities during the exhibit, competition, entertainment, or other public event conducted or sponsored by the lessee under this lease shall be without regard to race, color or national origin. Whenever attendance at the event for which the facilities are leased is limited to the membership of a particular organization or organizations, all persons who are not members of that organization may be denied admission without regard to race, color or national origin.
- 2. The lessor shall comply with the provisions in Title II and Title III of the American's With Disabilities Act of 1990 (ADA), to remove barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life, as funding becomes available. The lessee agrees to make suitable accommodations for individuals attending their function in the event modifications have not been made to the leased facility.
 - d. Prohibited Non-Military Use of Armories/Facilities.
 - 1. Use that would interfere with the training of an Arizona National Guard Unit.
 - 2. Use by an organization or group listed by the United States Government as subversive.
- 3. Roller skating, wrestling, boxing matches or any other activity which by its nature exposes the participants or public to physical hazard.
 - 4. Display and sale of commercial items in competition with local merchants.
 - 5. Any use wherein alcoholic beverages may be introduced, consumed or stored.
 - 6. Any use deemed likely to bring about more than fair wear and tear on the armory/facility.

2.0 INSTALLATION COMMANDER

2.1 Designation. The Unit Commander for each Arizona National Guard Armory will be designated as the Installation Commander. In multi-use armories, the next higher command senior to the occupied commands will determine the Installation Commander. When more than one brigade is present, the Chief of Staff will designate the Installation Commander.

2.2 Duties and Responsibilities.

- a. In the name of the Adjutant General, assume jurisdiction of the armory/facility.
- b. Establish a Standard Operating Procedure for the armory/facility.
- c. Be responsible for the police and appearance of the armory/facility grounds.
- d. Be responsible for all State owned property on the premises.
- e. Frequently inspect the armory/facility for evidence of damage, abnormal wear and tear or need for maintenance or repair.
- f. Conduct periodic "after hours" security checks of the installation to assure that all doors and windows are closed and locked at all times while the armory/facility is unoccupied. Frequency of checks is a matter of discretionary judgment dependent upon severity of threat, adequacy of local law enforcement capability, etc.
- g. Make timely advice of any needed repair or maintenance; initiate appropriate work orders and budget information as required.
- h. Consistent with reasonable requirements, make every effort toward economy in use of all utilities and other resources.
 - i. Communicate through the Chain of Command to the Facilities Management Office on all pertinent matters.

3.0 EXECUTIVE ARMORY BOARD

3.1 Composition. An Executive Armory Board is hereby established, chaired by the Chief of Staff and consisting of the state Resource Manager, the Facilities Management Officer, the State Comptroller and a member from each MACOM as appointed by the Commander. For purposes of this regulation this group shall be referred to as the Executive Board.

3.2 Duties and Responsibilities.

- a. It is the duty of the Executive Board to identify the projects which will be undertaken in each facility based on the Installation Commander's list of projects and/or materials submitted in accordance with Section 7-1 of this regulation.
- b. The Executive Board will determine the distribution of funds collected in excess of \$5,000 per armory per year.
- c. It is the Executive Board's responsibility to oversee the activities of the individual Armory Boards, to address any problems or concerns of the individual boards and to mediate disputes between users and the individual boards.
- d. The Executive Board will assume the duties and responsibilities noted in Section 4-2 for unoccupied or inactive armories.

1 August 1997

4.0 AZ ARNG ARMORY BOARDS

4.1 Composition.

a. For purposes of this regulation, these groups shall be referred to as the Armory Board. An Armory Board consisting of the Installation Commander or his designee as chairperson, and five (5) unit members, will be established for each single unit armory. Single unit armories are identified as:

Bellemont Flagstaff
Casa Grande Kingman
Chandler Nogales
Claypool PPMR-STARC
Coolidge Payson

Douglas PHX-Sunnyslope

Prescott Winslow Show Low Yuma

Tempe

b. An Armory Board consisting of the Installation Commander or his designee as chairperson, and nine (9) members from a cross-section of unit personnel, will be established for each multi-unit armory. Multi-unit armories are identified as:

Glendale

PPMR-Moreland

Marana

PHX-Roosevelt

Mesa

TUC-Silverlake

PPMR-385th AVN BN

TUC-Valencia PPMR-52nd Street

- c. Armory Board meetings will be held at least quarterly and minutes forwarded to the Executive Board, Attn: DEMA-RM, within 30 days.
- d. A majority of board members must be present in order to have a quorum to carry on with agenda items. All decisions will be on the basis of a majority of those voting, with the Chairperson of the Board having the right to over ride decisions made by the Board if it is determined to be in the command's interests.
- e. Unforeseen armory requirements that have short suspense dates may be addressed by the Chairperson of the Board. The Chairperson in turn will, at their discretion, call for an out of cycle meeting or action the issue immediately. Should the Chairperson choose to action the issue immediately, a report of the issue will be addressed as an agenda item at the next scheduled Armory Board meeting.

4.2 Duties & Responsibilities.

- a. It is the duty of the Armory Board to act on requests for use of the armory/facility and to negotiate agreements with the requester.
- b. It is the Board's responsibility to ensure that the intended user understands the regulations and policies governing the use of state armories, with special attention to the insurance liability of the user. It is further the duty of the Armory Board to ensure that the applications, insurance forms and any funding documents are forwarded in a timely manner

to DEMA-RM.

c. Treasurer - The Chairperson of each Armory Board shall designate one member of the Board as the Treasurer. (S)He is responsible for receipt and immediate transfer of funds to the Comptroller. When the Armory Board collects rental fees the gross amount will be remitted to the Adjutant General of Arizona, Attn: DEMA-RMD, no later than the 10th day after the event. Remittance is to be accompanied by a Statement of Collections (DEMA 041R-1/95, Annex B), and a copy of the completed Rental Agreement.

- d. It is the Board's responsibility to prepare an Armory Board Quarterly Report (DEMA 046-1/95, Annex E). The report includes a summary of all facility repairs and modifications made during the quarter regardless of funding source.
- e. It is the Board's responsibility to prepare an annual facilities plan in accordance with Section 7-1 of this regulation.

5.0 RENTAL RATES

5.1 General Rules

- a. Arizona Army and Air National Guard units are exempt from paying all user fees.
- b. ARNG units from other states are responsible for paying all user fees. The fee may be waived if a unit is in AT or IDT travel status. All waivers are to be approved in advance by the Armory Board.
 - c. All other users, including DoD Agencies, are responsible for paying all applicable user fees.
- **5.2** Fee Schedule. The following basic minimum fee schedule will be adhered to by the Armory Boards; however, individual Boards are authorized to negotiate with users for the best possible rate to ensure the most beneficial use of facilities and parking lots. Use of required equipment (i.e. chairs, tables, etc.) will be determined by the Armory Board. In addition, a \$100 refundable deposit is recommended for all facility use.

Government* \$10.00/hour Private Party \$15.00/hour Commercial \$20.00/hour

- *Government entities will be charged for facility use only during non-duty periods.
- a. Identifiable Incremental Costs (IIC). IIC include costs incurred by the armory/facility as real property operations and maintenance expenses beyond normal facility maintenance, repair and utility costs. This includes, but is not limited to, additional personnel expenses, applicable telephone charges, insecticide fogging, clean-up and damage repair. These costs will be added to the basic fee charged.
- b. Facility Damage. A \$100 refundable deposit is required in advance to cover real property damage other than fair wear and tear. Users who damage the site, regardless of intent, will pay reasonable costs of repairs. Those repairs will be itemized and reimbursed on the mutually negotiated estimate. If the site user and Installation Commander cannot agree on damages the matter will be brought to the immediate attention of the Executive Board for resolution.
- **5.3** Waiver of Rental Charges. Fees may be waived in exchange for goods or services provided by the user as outlined in Chapter 7 of this regulation. Such requests will be submitted in accordance with NGR 420-10, paragraph 3-4.a, to the Armory Board. The Board will analyze the cost savings versus the costs waived to determine the most beneficial use of armory space.

5.4 Request and Rental Agreement. A Rental Agreement (DEMA 039R-1/95, Annex A) will be executed by the Chairperson of the Board and a responsible representative for the Lessee for all non-military use of the armory/facility. Further duties of the Armory Board are delineated in the attached Rental Agreement. Any person or organization desiring to use the armory/facility for non-state business must complete and sign a Request for Use of DEMA Facility/Armory form (DEMA 040R-1/95, Annex D); in addition, a Certificate of Insurance (Annex C) must be attached. These two documents must arrive at the Resource Manager's Office no later than 10 days prior to the first day of the subject event. The insurance coverage must be in compliance with AAR R1-10-303.

- 5.5 Payment. Payment of fees and deposits must be made by check or money order. All checks are to be made payable to the "State of Arizona".
- 5.6 Security. During each approved use of the armory a member of the National Guard must be on-site for the entire event to maintain key control and safeguard State property. The lessee shall be responsible for payment to security personnel monies will not be included in the rental fee.
- **5.7 Executive Armory Board Agreements**. The Executive Armory Board may enter into agreements affecting multiple armories when considered to be in the best interest of the AZ NG. Those agreements stipulate the use and fee schedule independent of this regulation. Agreements currently exist with the following organizations:
 - a. JTF6
 - b. Joint Power Agreement (Wildland Fires)

6.0 USE OF FEES

Pursuant to the authority of ARS Section 26-115, Subsection E, the State Comptroller for DEMA will establish an account for each armory. When a chargeable fee is collected the Comptroller will deposit it to that armory's account. A maximum ceiling of \$5,000 for each armory is allowed per year. Once an armory has collected fees in excess of \$5,000 in a single year, the excess will be transferred to a central account. The Executive Board will allocate the surplus to local boards as it deems appropriate.

7.0 GUIDELINES FOR IMPROVEMENTS/MAINTENANCE OF ARMORIES

- 7.1 Facilities Plan. The FMO will provide Facility Plan forms in January each year to the Armory Boards which must be completed and returned NLT 1 March. The plan will include a description of the proposed projects, man-power requirements (self-help or contract labor), estimated expenditures, estimated time-frames and any other pertinent data. The FMO will rank projects in the following order for presentation to the Executive Board; the local Armory Boards will be notified within 30 days of all decisions:
 - a. Approved and funded.
 - b. Approved but unfunded.
 - c. Denied. Reason for denial will be provided in writing.
- **7.2** Self-Help Programs. The following improvements may be authorized under self-help programs provided they meet criteria:
 - a. Partitions, walls
 - b. Painting

- c. Floor coverings
- d. Shelving, cabinets
- e. Window coverings
- f. Landscaping
- g. Signs
- 7.3 Requesting Self-Help. All self-help programs, renovations and modifications will be requested by work order, DEMA 003-11/88, to the Facilities Directorate prior to initiation of any work. A sketch or plan, including specifications, shall accompany the work request to more clearly explain the proposed work.
- 7.4 Specific guidelines for various types of requests follow:
- a. Partitions/walls. Partitions shall be of non-combustible dry wall construction block, industrialsteel and glass or other suitable system that can be provided at less cost.
- 1. Paneling is authorized in all of the following offices of the armory, subject to availability of funds and priorities set by the Armory/Facilities Board: Administrative Offices, Commanders and Primary Coordinating Staff.
- 2. Permanent walls will not be removed, modified or constructed without the prior written review and approval of the Facilities Directorate.
- 3. Standard room dividers, as produced in accordance with Department of Corrections Industries specifications, are authorized with approval of the Executive Armory Board. Acquisition through USPFO and/or new purchase is subject to available funding and priorities relative to other known requirements.

b. Painting.

- 1. Exterior. All authorized exterior surfaces shall be painted only with colors authorized by the Facilities Directorate.
- 2. Interior. Office wall surfaces will be painted only with colors authorized by the Facilities Directorate. Interior painting is limited to offices, lobbies, latrines, supply rooms, classrooms and closets. Drill halls are specifically excluded.

c. Floor Covering.

- 1. Tile. Classrooms, administrative offices and kitchens will be authorized vinyl composition tile similar to Armstrong tile or similar quality products.
- 2. Carpeting. Only Commander's offices, special and coordinating staff offices, training personnel and Administrative Officer offices will be authorized carpeting, subject to availability of funds, in lieu of tile flooring. Carpeting will be a low cost, "high-low" grade carpeting with 1/4" pad underneath.

d. Shelving.

1. Portable/movable. When possible, all shelving shall be of a standardized construction width and depth with the capability to extend higher or lower by adding or deleting sections. The standard size shall be three feet wide by one foot deep (3' x 1') with variable heights similar to "Unistrut" type construction.

2. Permanent cabinets constructed of wood are encouraged for use in place of permanent shelving in supply rooms, storage rooms, etc. Permanent shelving requests will be reviewed by the Facilities Directorate on a case by case basis, subject to funding availability.

e. Permanent Modifications.

- 1. Antennas. No antennas, either permanent or temporary, will be erected, especially on roofs or buildings, without prior written approval of the Facilities Management Director.
- 2. Masonry construction. No masonry construction will be accomplished without the prior written consent of the Facilities Management Director.
- 3. Acoustical tiles. Acoustical tiles are authorized for classrooms, band rehearsal rooms and administrative offices only, subject to availability of funds.

f. Window Coverings.

- 1. Shade screens, consisting of nylon filled frames constructed locally, are authorized on all windows facing south and west.
 - 2. Solar film will be authorized on south and west facing windows.
- 3. Energy efficient cloth and wood, or similarly constructed blinds, shall be authorized on all windows of administrative offices and classrooms on west facing windows or where it can be easily demonstrated that significant radiant energy reductions can be realized. An additional consideration is the requirement to provide darkened areas to show slides or films in classrooms.
- 4. Cloth energy efficient curtains will be authorized in commander's and full-time members administrative offices only.
- g. Ventilation, air conditioning and evaporative cooling modifications are specifically prohibited. All requests for duct alterations and cooler/air conditioning modifications will be forwarded for approval and scheduling by the Facilities Directorate from the chairman of the Armory/Facilities Board of each facility.
- h. Plumbing and Electrical. No modifications to either plumbing fixtures or electrical distribution system are allowed unless specifically authorized in writing by the Facilities Directorate.
- i. Landscaping. Planting lawns in areas where grass did not previously exist is prohibited. Desert landscaping is authorized to be installed. Planting trees and shrubs is authorized provided they are water conservative species adapted to the desert or applicable climate zones.
- j. Signs. Standard signs are available through normal work order channels of the Facilities Directorate. In order to maintain standardization throughout the State, only signs approved by the Facilities Directorate will be authorized for installation.

By virtue of the authority vested in me by A.R.S. Section 26-115A, and as Governor of the State of Arizona, I hereby approve Arizona Army National Guard Regulation 50-1.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the State of Arizona.

File Po

GOVERNOR

DONE at the Capitol in Phoenix on this <u>1st</u> day of August in the Year of Our Lord One Thousand Nine Hundred and Ninety-seven.

DISTRIBUTION: A

ANNEX A

DEPARTMENT OF EMERGENCY & MILITARY AFFAIRS ARMORY BOARD

RENTAL AGREEMENT FOR USE OF A STATE FACILITY

ARMORY:		
LOCATION:		and the same of th
THIS AGREEMENT entered into	this	day of19
by and between the Armory Board, I	nereinafter called the BOA	AD, acting on behalf of the Adjutant General, and
		hereinafter called the LESSEE:
WITNESS THAT,		
The BOARD in consideration of the	ne payment, in advance, b	y the LESSEE of the TOTAL RENTAL FEE shown below, hereby authorizes and
permits the LESSEE to use the herei	nafter described area of sa	aid Facility during the times and for the purpose(s) specified.
A. Date(s)		
B. · Time(s)		
C. Purpose (in detail)		
D. Facility/area to be used:	Ask in the same is	
E. Basic rental fee per use:	\$(Rate)	x
F. Fee per use:	\$	Market to the second of the se
3. TOTAL RENTAL FEE	\$ (Fee per use)	(No. of uses) TOTAL FFE
HE PROVISIONS ON THE REVERSE		TOTALFEE
THE PROVISIONS ON THE REVERSION OF THE PROVISIONS ON THE REVERSION OF THE PROVISION OF THE		et their hands, the day and year first above written.
ARMORY BOARD		ву
ne printed portion of this Rental Agre	ement is approved as to fo	orm provided that it is executed by both parties. That approval is revoked if
ef: AZNGR 50–1	Dist. of Forms:	Orig – Armory Board
		Dup – Lessee Trip – TAG with monthly report

DEMA 039-R2/95

ANNEX A

IT IS MUTUALLY AGREED AS FOLLOWS:

- 1. That the LESSEE shall comply with all applicable statutes, laws, ordinances, rules and regulations adopted by the State, City or other body politic and which pertains to the said use of said premises or any provision of the Agreement.
- 2. The LESSEE shall be responsible for reimbursing a National Guard member who will remain on site for the duration of the event to ensure key control and to safeguard state property. LESSEE shall also pay for janitorial service performed by person(s) acceptable to the BOARD.
- 3. That the LESSEE shall not drive any nails, tacks, pins or other objects into the floor, walls, ceilings, partitions, windows, woodwork or other part of the premises, nor change in any manner or move any fixture on said premises, or make any alteration or changes in said premises, without the written consent of the BOARD.
- 4. That upon expiration of this Agreement, LESSEE will surrender to the BOARD the premises with its appurtenances and fixtures in good order, condition and repair. Reasonable use and wear thereof and Acts of God excepted. Joint inspection will be accomplished by the Installation Commander and LESSEE prior to and after use. Any damage noted will be repaired by the LESSEE.
- 5. That this Agreement shall not be assigned or sublet, in whole or in part, without the written consent of the BOARD.
- 6. That upon completion of the use of said premises, the LESSEE SHALL PROMPTLY remove all decorations, displays and equipment used on the premises by the LESSEE.
- 7. That the LESSEE shall comply with such reasonable rules and regulations as may be prescribed by the BOARD, THE ADJUTANT GENERAL and STATE OF ARIZONA for use and occupancy of State Armories/Facilities.
- 8. That the BOARD shall supply normal utilities for the use of said premises.
- 9. That the LESSEE shall not suffer or permit any intoxicating beverage to be sold, offered for sale, exposed for sale, stored, given away or otherwise disposed of or consumed in or upon any of said premises without prior written approval of the State Department of Liquor Licenses and Control and consent of the BOARD.
- 10. Liability insurance shall be provided by the LESSEE and evidence of same filed with the BOARD at the time of signing this Agreement. This insurance shall be provided in the minimum limits of \$1,000,000 for commercial general liability to include bodily injuries and property damage. The LESSEE agrees to indemnity and save harmless the BOARD, THE ADJUTANT GENERAL, THE STATE OF ARIZONA, and their officers, agents and employees against any and all loss, damage, injury or liability that may be suffered or incurred by the BOARD, THE ADJUTANT GENERAL, THE STATE OF ARIZONA, or their officers, agents or employees—caused by, arising out of, or in any way connected with the use of the LESSEE of the above premises or any part thereof or the exercise of the rights or provisions herein granted.
- 11. That the BOARD may cancel this Agreement at any time upon refund of the unearned portion of the Rental Fee.
- 12. That this Agreement shall not extend for a period of more than one year unless expressly so provided herein.
- 13. The BOARD does not warrant or represent that the premises are safe, healthful or suitable for the purpose for which they are permitted to be used under the Agreement.
- 14. The LESSEE agrees that he does not and shall not at any time claim any interest or estate of any kind or extent whatsoever in the premises by virtue of this Agreement or his occupancy or use hereunder.

ANNEX B

STATEMENT OF COLLECTIONS ARMORY BOARD

LOCATION.		_ MONTH/YEAR		
ADDRESS:				
		RENTAL	FEE	
LESSOR	PURPOSE	AGREEMENT NO.	COLLECTED	

CHAIRPERSON		TREASURER		

DEMA 041-R2/95

dated 15 February 1995.

Submitted within 10 (ten) days after the event in accordance with Chapter 4-2.c, AZNGR 50-1



STATE OF ARIZONA CERTIFICATE OF INSURANCE

AT SEA		STATE AG	SENCY/DEPT.		ICA	TE OF INSU	RAINCE	
1	1912	PROJECT	TITLE:			- 27		
30		CONTRAC	T NUMBER:_					
PRO	DOUCER					COMPANIES AFFO	ORDING COVERAGE	CURRENT A.M. BEST RATING
					A			
INSU	JRED				В			
					С			
7:110					D			
со	TYPE OF INS		SURANCE LISTED BELO POLICY NUMBER	POLICY EFFE	~	TO THE INSURED NAME POLICY EXPIRATION	D ABOVE FOR THE POLICY PERIOD) INDICATED.
LTR			700077700001	DATE (MM/DE		DATE (MM/DD/M)	Limits	(,000)
	GENERAL LIABILITY [COMMERCIAL GEN [DOCCURRENCE][C [DOWNER'S & CONTR [IPER PROJECT PRODUCT/COMPLI OPERATIONS	NERAL LIABILITY CLAIMS MADE RACTOR'S PROT.					GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. PERSONAL & ADV. INJURY EACH OCCURRENCE FIRE DAMAGE(ANY ONE FIRE) MED. EXPENSE(ANY ONE PERSON	\$
	AUTOMOBILE LIABIL DANY AUTO DALL OWNED AUTOS DSCHEDULED AUTOS DNON-OWNED AUTOS DGARAGE LIABILITY D	s os					COMBINED SINGLE LIMIT BODILY INJURY (PER PERSON) BODILY INJURY (PER ACCIDENT) PROPERTY DAMAGE	\$ \$ \$
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	WORKERS' COMPENS AND EMPLOYER'S LIABILIT						STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	
	AUILDERS HISK							
	OTHER:							
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS: TATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSUREDS. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE DILICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF—INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS GENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED. IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT FITY (50) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE SURANCE COMPANY.								
	CERTIFICATE HOLDER / ADDITIONAL INSURED AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY							
					SIGNATU DATE:	RE		

1 July 1997 DEPARTMENT OF EMERGENCY & MILITARY AFFAIRS AZNGR 50-1 Request for Use of DEMA Facility/Armory

	ame of individual/group/organization ailing address		
CC	ontact person/phone number		
*p	referred dates/time for event	first second	
ar	mory/facility requested		
	umber of employees, volunteers, or dividuals involved in the event		
	stimated number of public articipants/spectators		
sp	pecifics on the type of display/event (incl	ude theme, medium and other details	5)
	nave read, understand, and consent to each ar surance Requirements and Indemnification ar		
	Typed name	Applicant Representative Sign	ature
	Title	Installation Commander	date
	Date	Chairperson, Armory, Facilities Board	date
	approveddate		
	*approved with stipulations		
	date disapproved		
	date	*refer to confirmation letter	

1 February 1997 AZNGR 50-1

DEPARTMENT OF EMERGENCY & MILITARY AFFAIRS

Insurance Requirements and Indemnification Agreement

Insurance

- 1. All employees furnished by lessee shall be considered employees of lessee who shall be responsible for payments of all Workers Compensation Claims, Unemployment Compensation Claims, Unemployment Disability Claims or claims under similar laws.
- 2. Lessee shall follow all safety requirements as specified in the attached exhibit entitled General Safety Rules.
- 3. Lessee shall maintain its own <u>commercial general</u> liability and other appropriate insurance. Insurance should be provided with minimum <u>limits</u> of \$1,000,000 General Liability. The Department of Emergency & Military Affairs and the State of Arizona will be named as additional insured. Certificate of Insurance (copy attached), or other suitable form will be required.
- 4. Lessee and its insurers shall waive all rights of recovery against the state and its agents, officials and employees.

Indemnification

Lessee shall indemnify, defend and save harmless, the state from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by the state on account of loss or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of Lessee, its employees, agents or representatives in connection with or incident to the performance of the Permitted Event, or arising out of Workmen's Compensation claims, Unemployment Compensation claims of employees or Lessee or claims under similar laws or obligations. Lessee's obligation under this Section shall not extend to any liability caused by the sole negligence of the state, or its employees.

1 February 1997 AZNGR 50-1

DEPARTMENT OF EMERGENCY & MILITARY AFFAIRS

General Safety Rules

The following are general safety requirements that are required of the lessee when utilizing state property. They are not all inclusive and applicable standards should be consulted for complete information.

- 1. Local emergency personnel (police, fire, ambulance, hospital) shall be notified of the event.
- 2. The event layout shall be planned to assure that emergency vehicles can enter and access all areas if necessary.
- 3. First aid facilities shall be provided or arranged.
- 4. Traffic control and parking shall be planned.
- 5. Briefings shall be held with all employees to discuss any problems/special events that occur.
- 6. Adequate lighting shall be available for the attending public.
- 7. Safety inspections shall be performed on all concessions and exhibits.
- 8. Electrical service/lines shall be in accordance with all applicable codes.
- 9. Adequate fire extinguishers shall be readily available.
- 10. Flammable liquids/compressed gasses shall be controlled and stored in accordance with all applicable standards.
- 11. Tripping hazards shall be eliminated or controlled.
- 12. Trash/waste disposal shall be a continuing requirement throughout the event.

ARMORY BOARD QUARTERLY REPORT

LOCATION:			SUBMITTED BY:			
DATE:						
BRIEF PROJECT DESCRIPTION		CURRENT				
		QUARTER	PRIOR	YTD		
	cosrs	EXPENDITURE	EXPENDITURE EXPENDITURE	TOTAL	LABOR	Manhours
	Materials				In-house	
	Contract labor				Contract	
BRIEF PROJECT DESCRIPTION		CURRENT				
		QUARTER	PRIOR	YTD		
	COSTS	EXPENDITURE	EXPENDITURE EXPENDITURE	TOTAL	LABQR	Manhours
	Materials				In-house	
	Contract labor				Contract	
BRIEF PROJECT DESCRIPTION		CHARENT				
		OUARTER	PRIOR	V.		
	COSTS	EXPENDITURE	EXPENDITURE EXPENDITURE	TOTAL	LABOR	Manhours
	Materials				In-house	
	Contract labor				Contract	

Prepare in accordance with AZNG 50-1 dated 1 January 1995, Chapter 4-2.d Use additional sheets as necessary

DEMA 046-1/95

PROMULGATING ORDER

SUBJECT: Approval of Arizona National Guard Regulation 50-1.

Pursuant to A.R.S. Section §26-115A the General Staff, by majority vote, approves the Arizona National Guard Regulation 50-1. This regulation shall become effective upon approval of the Governor.

Mm/Me,	15 July 199
GLEN W. VAN DYKE, Maj Gen, AZ ANG	Date
The Adjutant General	
Edinis J. Kebinun	

DENNIS J. KERKMAN, Brig Gen, AZ ANG

Assistant Adjutant General, Air

FRED L. MORTON, Brig Gen, AZ ANG Assistant Adjutant General, Air

David P. Palazz DAVID P. RATACZAK, BG, AZ ARNG

Assistant Adjutant General, Army